



CSX RAIL TRANSPORT
Law Department

7411-17
MAR 20 1990 -4 02 PM

INTERSTATE COMMERCE COMMISSION

500 Water Street
Speed Code J-150
Jacksonville, FL 32202
(904) 359-3100
Writer's direct telephone line.

(904) 359-3673

March 21, 1990

Secretary
Interstate Commerce Commission
12th & Constitution, NW
Washington, DC 20423

G-056A131

Dear Secretary:

I have enclosed five counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Instrument of Satisfaction, Release and Bill of Sale dated as of January 30, 1990, a secondary document. The primary document to which this release is connected is recorded under Recordation No. 7411. Please also cross-reference this filing under Recordation No. 7412.

The names and addresses of the parties to this release are as follows:

United States Trust Company of New York
130 John Street
New York, New York 10038

Mercantile-Safe Deposit and Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21201

CSX Transportation, Inc.
(successor by merger to
Louisville and Nashville
Railroad Company)
500 Water Street
Jacksonville, Florida 32202

A fee check in the amount of \$15 is also enclosed. Please return all counterparts not required by the Commission for recordation to:

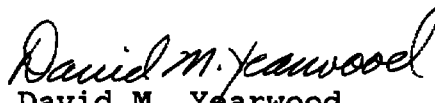
Mr. David M. Yearwood
Senior Counsel
CSX Transportation, Inc.
500 Water Street
Jacksonville, Florida 32202

Secretary .
Interstate Commerce Commission
March 21, 1990
Page 2

A short summary of the document to appear in the index follows:

General release and transfer to CSX Transportation of equipment described in Annex B.

Very truly yours,


David M. Yearwood
Senior Counsel

DMY/cra

Interstate Commerce Commission
Washington, D.C. 20423

4/10/90

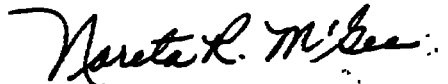
OFFICE OF THE SECRETARY

David m. Yearwood
Council Senior
CSX Transportation Inc
500 Water Street
Jacksonville, Florida 32202

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/26/90 at 4:20pm, and assigned recordation number(s). 7411-D & 7424-D

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

MAR 26 1990 -4 22 PM

Counterpart No. 5Of 5 Counterparts

INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF SATISFACTION, RELEASE AND BILL OF SALE dated as of January 30, 1990 among United States Trust Company of New York, (as Trustee under a Trust Agreement with General Electric Credit and Leasing Corporation), as Vendee and Lessor, Mercantile-Safe Deposit and Trust Company, as Agent and CSX Transportation, Inc., successor by merger to Louisville and Nashville Railroad Company (L&N), as Lessee;

WITNESSETH

WHEREAS, by a Conditional Sale Agreement No. 2 dated as of January 15, 1974 (GM-CSA) among General Motors Corporation (Electro-Motive Division) (as Builder), Vendee and L&N, and a Conditional Sale Agreement dated as of January 15, 1974 (GE-CSA) among General Electric Company (as Builder) Vendee and L&N the Builders agreed to sell to the Vendee their interests in the railroad equipment described in Annex "B" thereto ("Equipment");

WHEREAS, by Agreements and Assignments of Railroad Equipment No. 2, dated as of January 15, 1974 (hereinafter called "CSA Assignments") between the Builders and Mercantile-Safe Deposit and Trust Company, as Agent (Assignee) the Builders agreed to assign, transfer and set over to the Assignee all their rights, security title, and interest in and to each unit of Equipment;

WHEREAS, by a Lease of Railroad Equipment No. 2 dated as of January 15, 1974 (hereinafter called "Lease") between the Lessor and L&N, the Lessor leased the Equipment to the Lessee subject to the rights of the Assignee under the Agreements and Assignments;

WHEREAS, the GM-CSA was filed and recorded with the Interstate Commerce Commission on March 11, 1974 and assigned Recordation No. 7424 and the GE-CSA was filed and recorded with the Commission on February 27, 1974 and assigned Recordation No. 7411;

WHEREAS, the CSA Assignments were filed and recorded with the Interstate Commerce Commission on April 29, 1974 and assigned Recordation Nos. 7424-C and 7411-C;

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission on February 27, 1974 and assigned Recordation No. 7412;

WHEREAS, the Lessee wishes to acquire the Equipment presently covered by the GM-CSA and the GE-CSA and the Lease, and;

WHEREAS, the parties hereto desire to execute this Instrument to evidence for the public record the satisfaction and release of all the rights and obligations of the parties under the GM-CSA, the GE-CSA, the CSA Assignments, and the Lease.

NOW, THEREFORE, in consideration of the premises, it is agreed:

The parties hereto do hereby acknowledge and confirm for the public record the satisfaction and release of all rights and obligations of the parties arising under the GM-CSA, the GE-CSA, the CSA Assignments and the Lease.

The Assignee does hereby release its security interests in the Equipment and transfers to the Lessor its security title and property in and to the Equipment, free of all claims, rights, liens, security interest and other encumbrances created by, or retained under, the GM-CSA, the GE-CSA and the CSA Assignments.

The Lessor does hereby release its security interests in the Equipment and transfers to the Lessee its security title and property in and to the Equipment, free of all claims, rights, liens, security interests and other encumbrances created by, or retained under, the Lease and Lease Assignment.

The Lessor (hereinafter called "Seller") does hereby sell and transfer to the Lessee (hereinafter called "Buyer") all of its rights, title and interest in and to the equipment listed and described in the GM-CSA, the GE-CSA and the Lease, to have and to hold the same unto Buyer, its successors and assigns forever,

WARRANTIES:

- (1) The Seller represents and warrants that the Equipment is free and clear of liens and encumbrances arising by, through or under Lessor.
- (2) The Seller represents and warrants that it has not executed any Bill of Sale or other instrument which by its express terms purported to transfer title to the Equipment to any other person.

THE SELLER IS SELLING THE EQUIPMENT "AS IS" AND "WHERE IS" AND SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO DESIGN, VALUE OPERATION, OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE EQUIPMENT. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER, EXCEPT AS IS SPECIFICALLY SET FORTH IN PARAGRAPHS (1) AND (2) ABOVE. THE SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR DAMAGES ARISING IN STRICT LIABILITY OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING.

The Buyer will cause this Instrument to be filed and recorded with the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. Section 11303.

This Instrument may be executed in two or more counterparts each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Instrument to be executed as of the date first above written.

Mercantile-Safe Deposit and Trust
Company, as Agent

By 
Vice President

(Corporate Seal)

ATTEST:

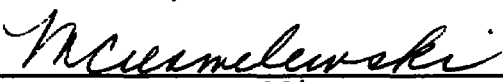

Corporate Officer

United States Trust Company of
New York, as Lessor

By 
Asst. Vice President

(Corporate Seal)

ATTEST:


~~Corporate Officer~~
ASSISTANT SECRETARY

CSX Transportation, Inc., as Lessee

By 
Treasurer

(Corporate Seal)

ATTEST:


Assistant Secretary

STATE OF Maryland)
County of Baltimore) SS:

On this 13th day of March, 1990, before me personally appeared M. E. Schreiber, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of MERCANTILE SAFE DEPOSIT AND TRUST COMPANY that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sh Mandelk

Notary Public

My commission expires DEC 2 1993

(NOTORIAL SEAL)

STATE OF New York)
CITY OF New York) SS:

On this 20th day of February, 1990, before me personally appeared LOUIS P. YOUNG, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of UNITED STATES TRUST CO. OF NEW YORK that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Christine C. Collins

Notary Public

My commission expires

CHRISTINE C. COLLINS
NOTARY PUBLIC, State of New York

No. 03-4624735

Qualified in Bronx County

Commission Expires March 30, 1990

(NOTORIAL SEAL)

STATE OF MARYLAND)

) SS:

CITY OF BALTIMORE)

On this 15th day of September, 1989, before me personally appeared A. B. Aftoora, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of CSX Transportation, Inc. that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Cleo D. Evans

Notary Public

My commission expires

July 1, 1990

(NOTORIAL SEAL)

ANNEX "B"

<u>Type</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Inclusive)</u>
General Electric Model U-23B, 2250 HP diesel- electric locomotives	9	L&N 2764/2772
General Motors Model SD40-2, 3000 HP, diesel electric locomotives	7	L&N 1272/1278